

## **REMARKS/ARGUMENTS**

Claims 15-41, 43 -57 and 105-106 remain in the application. Claims 15, 36, 43, 105 and 106 are currently amended. Claim 42 has been cancelled.

Applicant believes the claim amendments don't add new matter. For support for the amendments, Applicant directs Examiner to at least claim 42 prior to cancellation and paragraphs 71, 72 and 96 of the published U.S. application.

**Claims 15-22, 24-41, 44-46, 48-53, 55 & 104-106 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker (US Patent Number 6,379,247).**

**Claims 15, 105 & 106:**

**Claim 23 is rejected under 35 U.S.C. 103(a) as being unpatentable over Walker as applied to claim 22 above, and further in view of Boushy (US Patent Number 5,761,647).**

**Claim 47 is rejected under 35 U.S.C. 103(a) as being unpatentable over Walker as applied to claim 36 above, and further in view of Kelley (US Patent Number 5,816,918).**

**Claims 42, 43, 54, 56 & 57 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker as applied to claim 36 above, and further in view of Bums et al. (US Patent Number 6,048,269).**

**Claim 42:**

Claims as amended describe limitations, such as recited in claim 105, a) "receiving a first loyalty program instrument designed or configured to store an amount of loyalty points earned from a first activity not associated with the gaming apparatus;" b) "validating the first loyalty program instrument;" c) "awarding to the game player some or all of the accrued loyalty points;" d) "combining the awarded loyalty points and the amount of loyalty points earned from the first activity;" and "issuing to the game player a loyalty program instrument designed or configured to store the combined loyalty points."

Walker describes awarding receipts at a table game that can be redeemed for frequent flyer miles. In Walker Col. 12, it recites,

- 5     As described with reference to FIGS. 10–12, the mileage receipt **328** is essentially a bearer paper, capable of being assigned to any account chosen by the bearer of the physical mileage receipt **328**. Thus, the miles on a lost or stolen

The methods and apparatus described in Walker in regards to rewarding frequent flyer miles as a result of wagering on a table game don't teach or suggest "receiving a first loyalty program instrument designed or configured to store an amount of loyalty points earned from a first activity not associated with the gaming apparatus." Receipts are generated by a table processing unit but are not accepted at the table game. One possible reason for not accepting receipts at the gaming table is not to slow down game play. Walker recites in Col. 9,

It is to be understood that speed of play is of paramount importance to a casino because the speed of play is directly proportional to the amount wagered by players and won by 55 the casino. Based on the foregoing description, it will be apparent to those skilled in the art that operation of the present embodiment proceeds without disrupting or slowing normal play. Dealer intervention is minimal, involving pressing a mile counter button **322, 324, 326** when retrieving 60 a player's wager and hitting the reset button **320** when a player leaves the gaming table **112**. Therefore, fluidity of play remains and the speed of play is unaffected.

In Walker, in FIG. 11, it is described that a player presents the receipt to a cashier and the award is transferred to an account. Walker end of Col. 9 recites,

The process of assigning awarded miles to a frequent flyer account will now be described with reference to FIG. 11. 65 Initially, in step **1110**, the player goes to the casino cage **114** and gives the mileage receipt **328** to the casino cashier.

Once a receipt is given to the cashier, a new receipt indicating an award of frequent flyer miles is not generated. Combining awards on a receipt is not described in Walker. Thus, Walker can't be said to teach or suggest, as described in the remain claims, " c) "awarding to the game player some or all of the accrued loyalty points;" d) "combining the awarded loyalty points and

the amount of loyalty points earned from the first activity;” and “issuing to the game player a loyalty program instrument designed or configured to store the combined loyalty points.”

Office communication uses Kelly to teach prize redemption, Burns to teach ticket redemption and Boushy to teach linked gaming establishments. These teachings alone or in combination don’t overcome the deficiencies described above in regards to Walker. Thus, the combinations of Walker, Kelly, Burns and Boushy can’t be said to render obvious the pending claims and the rejection is believed overcome thereby.

Applicant hereby petitions for an extension of time which may be required to maintain the pendency of this case, and any required fee for such extension or any further fee required in connection with the filing of this Amendment is to be charged to Deposit Account No. 504480 (Order No. IGT1P061). Should the Examiner believe that a telephone conference would expedite the prosecution of this application, the undersigned can be reached at the telephone number set out below.

Respectfully submitted,  
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